

**ENTERED**

January 06, 2016

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
LAREDO DIVISION

ASTRO VENDING OF LAREDO, INC.,	§	
	§	
Plaintiff	§	
VS.	§	CIVIL ACTION NO. 5:15-CV-273
	§	
STATE FARM LLOYDS,	§	
	§	
Defendant.	§	

**MEMORANDUM**

Pending before the Court is the parties' Stipulation of Dismissal. (Dkt. No. 2). Parties in a civil suit may generally dismiss the suit without a court order upon the filing of a notice of dismissal "signed by all parties who have appeared." FED. R. CIV. P. 41(a)(1)(A)(ii). This general rule is subject to limitations in class action suits, shareholder derivative suits, suits where the court has appointed a receiver, and suits where a defendant has filed a counterclaim. *See* FED. R. CIV. P. 41(a)–(c).

The Court finds that this is not a class action suit or shareholder derivative suit, the Court has not appointed a receiver, and Defendant has not filed a counterclaim. Thus, because the parties' Stipulation of Dismissal (Dkt. No. 2) is signed by all parties who have appeared in this case, all of the claims were dismissed "effective upon [the] filing" of the stipulations. *See SmallBizPros, Inc. v. MacDonald*, 618 F.3d 458, 463 (5th Cir. 2010) ("Because filing a voluntary stipulation of dismissal . . . is effective immediately, any action by the district court after the filing of such a stipulation can have no force or effect because the matter has already been dismissed by the parties themselves without any court action.").

The Clerk of Court is hereby directed to **CLOSE** this case.

**SIGNED** this 5th day of January, 2016.

A handwritten signature in black ink, reading "Marina Garcia Marmolejo". The signature is written in a cursive style with a horizontal line underneath it.

Marina Garcia Marmolejo  
United States District Judge